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Attorney for Plaintiff,
Nevada Corporate Headquarters, Inc.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

**NEVADA CORPORATE
HEADQUARTERS, INC.,** a Nevada
corporation,

CASE NO.: 2:18-cv-01842-JCM-GWF

Plaintiff,

vs.

SELLERS PLAYBOOK, INC., a Minnesota Corporation; MATTHEW R. TIEVA, an individual; JESSIE C. TIEVA, an individual; SELLERS ONLINE, assumed named; SELLERS SYSTEMS, assumed name; NORTHLAND MECHANICAL CONTRACTORS, INC., a Minnesota Corporation a/k/a NORTHLAND MECHANICAL SERVICES a/k/a NORTHLAND MECHANICAL SOLUTIONS; SCIENCE CENTER DRIVE, LLC, a Minnesota Limited Liability Company; EXPOSURE MARKETING COMPANY, a Minnesota Limited Liability Company; DOES I through X and ROE Corporations or Business Entities I through X, inclusive,

**RESPONSE TO ORDER TO SHOW
CAUSE**

Defendants.

Plaintiff, Nevada Corporate Headquarters, Inc. by and through counsel of record, Kurt K. Harris, Esq., hereby responds to the Court's Order to Show Cause as follows:

I. FACTS

Plaintiff, Nevada Corporate Headquarters, Inc. and Defendant, Sellers Playbook entered into a

1 lead agreement wherein Sellers Playbook would provide Plaintiff with leads for two years in exchange
 2 for the payment of one million dollars. Defendant, Sellers Playbook breached the agreement and this
 3 suit was filed in District Court. Defendants removed the matter to Federal Court and Plaintiff's sought
 4 a remand based upon the venue stated in the agreement. The Court denied the Motion to Remand.

5 On July 6, 2021, Summary judgment was granted in part in favor of Plaintiff and against
 6 Defendant, Sellers Playbook on the breach of contract claim. Summary Judgment was denied on all
 7 other claims (ECF No. 31). On or about October 20, 2020, Defendants, Northland Mechanical
 8 Contractors, Inc. a/k/a Northland Mechanical Services a/k/a Northland Mechanical Solutions and
 9 Science Center Drive, LLC were dismissed from the instant case (ECF No. 32).

10 Defendants, Matt Tieva and Jesse Tieva were the sole owners of Sellers Playbook and received
 11 100 percent of the proceeds. Summary Judgment was sought against the Tievas but the Court found
 12 there were issues of material fact which precluded Summary Judgment. The matter is ready for trial
 13 and Plaintiff desires to have the matter set. Discovery is completed and Plaintiff does not desire to
 14 engage in any additional discovery. At this time, Plaintiff requests this Court set the matter for trial.

15 The parties were previously ordered to meet and confer regarding the case. Plaintiff's counsel
 16 made significant efforts, but cannot get a response. On August 21, 2021, Plaintiff filed a Motion to
 17 Set Trial. A Joint Pretrial Memorandum was prepared by Plaintiffs and sent to Defendant and no
 18 response was received. ***Exhibit 1***. On August 31, 2021, correspondence was sent to Defendant's
 19 counsel on regarding the Joint Pretrial Memorandum and no response was received. ***Exhibit 2***. A
 20 Joint Status Report was created by Plaintiff's counsel and forwarded but was not signed by Defendants
 21 and no response was received. ***Exhibit 3***. On March 8, 2022, correspondence was sent to Defendants'
 22 counsel regarding the Joint Pretrial Memorandum which was attached. ***Exhibit 4***. No response was
 23 received.

24 II. ARGUMENT

25 Plaintiff is at a loss in the case. Plaintiff is out a million dollars on the breach of contract
 26 claim. Plaintiff seeks to receive some reimbursement. Plaintiff has made efforts to resolve and to
 27 advance the case. Plaintiff's efforts have been ignored by the Defendants. Plaintiff has requested the
 28

1 Court set trial to move the matter forward to a conclusion.

2 **III. CONCLUSION**

3 Based upon the above stated law and facts, NEVADA CORPORATE HEADQUARTERS,
4 INC. respectfully requests that this Honorable Court set trial in the above-entitled matter.

5 DATED this 2nd day of September, 2022.

6
7 By: 
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Las Vegas, NV 89147
kharris@702law.com
Telephone: (702) 252-3838
Facsimile: (702) 405-2465

11
12 **CERTIFICATE OF SERVICE**

13
14 I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18)
15 years, and I am not a party to, nor interested in, this action. On this date, I caused to be served a true
16 and correct copy of the foregoing **OPPOSITION TO ORDER TO SHOW CAUSE** via CM/ECF
17 system to the following:

18
19 Jason M. Wiley, Esq.
20 Ryan S. Petersen, Esq.
Wiley Petersen
21 *Attorneys for Defendants Matthew R. Tieva and Jessie C.*
Tieva

22 jwiley@wileypetersenlaw.com
rtpetersen@wileypetersenlaw.com

23 DATED: September 6 2022

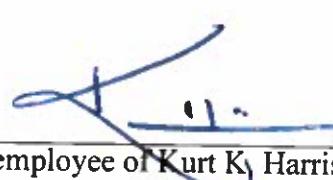
24
25
26 An employee of  Kurt K. Harris, Esq., P.C.

Exhibit 1

Exhibit 1

KURT K. HARRIS, ESQ.
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Attorney for Plaintiff,
Nevada Corporate Headquarters, Inc.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

**NEVADA CORPORATE
HEADQUARTERS, INC.,** a Nevada
corporation,

CASE NO.: 2:18-cv-01842-JCM-GWF

Plaintiff.

JOINT PRETRIAL ORDER

SELLERS PLAYBOOK, INC., a Minnesota Corporation; MATTHEW R. TIEVA, an individual; JESSIE C. TIEVA, an individual; SELLERS ONLINE, assumed named; SELLERS SYSTEMS, assumed name; NORTHLAND MECHANICAL CONTRACTORS, INC., a Minnesota Corporation a/k/a NORTHLAND MECHANICAL SERVICES a/k/a NORTHLAND MECHANICAL SOLUTIONS; SCIENCE CENTER DRIVE, LLC, a Minnesota Limited Liability Company; EXPOSURE MARKETING COMPANY, a Minnesota Limited Liability Company; DOES I through X and ROE Corporations or Business Entities I through X, inclusive.

Defendants.

Plaintiff, Nevada Corporate Headquarters, Inc. and Defendants, SELLERS PLAYBOOK, INC., a Minnesota Corporation; MATTHEW R. TIEVA, an individual; JESSIE C. TIEVA, an individual; SELLERS ONLINE, assumed name; SELLERS SYSTEMS and EXPOSURE MARKETING COMPANY, a Minnesota Limited Liability Company herein, by and through their

1 respective counsel undersigned, after pretrial proceedings in this case, it is hereby Stipulated pursuant
2 to LR 16-3(b) as follows:

3 **1. Statement of the Nature of the Action**

4 Plaintiff, Nevada Corporate Headquarters, Inc. and Defendant, Sellers Playbook entered into a
5 lead agreement wherein Sellers Playbook would provide Plaintiff with leads for two years in exchange
6 for the payment of one million dollars. At the time of the negotiation and the agreement, Sellers
7 Playbook was under investigation by the State of Minnesota and the Federal Trade Commission.
8 Sellers Playbook was represented by Defendant, Matthew Tieva and Defendant, Jesse Tieva at the
9 time of negotiations and did not disclose the pending investigation.

10 On behalf of Defendant, Sellers Playbook, Defendant, Matthew Tieva and Defendant, Jesse
11 Tieva received the funds, one million dollars, and did not provide the leads as anticipated. In fact, the
12 FTC and the State of Minnesota issued an injunction shortly after the funds were exchanged and
13 Defendants failed to respond to the Plaintiff, breached the agreement and failed to provide an
14 accounting of what occurred with the funds.

15 **2. Statement of Jurisdiction**

16 Plaintiff filed an action for Breach of Contract in the Eighth Judicial District Court based upon
17 the forum and jurisdiction statements contained in the Lead Agreement. Defendant removed the
18 matter to the Federal District Court. Plaintiff filed a Motion to Remand due to the fact that Plaintiff
19 did not believe this Court had jurisdiction given the language of the Lead Agreement. Plaintiff's
20 Motion to Remand was denied by this Court

21 **3. Statement of all uncontested facts deemed material in the action.**

22 The following facts are admitted by the parties and require no proof:

23 a) Defendant, Matthew Tieva and Defendant, Jesse Tieva negotiated on behalf of
24 Defendant, Sellers Playbook with representatives of Plaintiff to entered into a Lead Agreement.
25 b) Defendants received the funds in the amount of one million dollars.
26 c) Defendants have not provided any accounting for the funds.
27 d) Exposure Marketing Company is an alter ego of Defendant, Jessie Conners Tieva and

1 Defendant, Sellers Playbook.

2 e) An injunction was issued in the United States District Court, District of Minnesota
3 against Defendant, Sellers Playbook, Defendant, Exposure Marketing Company, Defendant, Jessie
4 Conners Tieva and Defendant, Matthew Tieva;

5 f) A permanent injunction and monetary judgment was issued pursuant to a stipulation of
6 all parties against Defendant, Sellers Playbook, Defendant, Exposure Marketing Company, Defendant,
7 Jessie Conners Tieva and Defendant, Matthew Tieva and that judgment permanently enjoins them
8 from engaging in the business contemplated in the Lead Agreement.

9 g) It is uncontested that partial summary judgment on the issue of breach of contract was
10 granted against Defendant, Sellers Playbook on July 6, 2020 [ECF No. 31].

11 **4. Contested issues of fact in the case as agreed upon by the parties.**

12 It is agreed that the Defendants, Matthew Tieva and Defendant, Jessie Conners Tieva have
13 answered the claims and denied liability.

14 **5. A statement of the contested issues of law in the case.**

15 There are no contested issues of law.

16 **6. Plaintiff's statement of any other issues of fact or law deemed to be material.**

17 Plaintiff alleges that the Defendants engaged in deceptive trade practices and fraudulent
18 activity in failing to disclose the ongoing FTC investigation at the time of contracting. That the
19 Defendants received the funds and failed to perform and failed to respond to inquires. The Defendants
20 voluntarily entered into a Stipulated Order for Permanent Injunction and Monetary Judgment and
21 although they did not admit liability, are bound by the terms and are permanently unable to comply
22 with the Lead Agreement. Plaintiff just wants its money back which was received under deceptive
23 means.

24 **7. Defendant's statement of any other issues of fact or law deemed to be material.**

25
26
27 **8. Lists or schedules of all exhibits that will be offered in evidence at the trial.**

- 1 1. Complaint for Injunctive Relief filed in Minnesota District Court;
- 2 2. Stipulated Order for Permanent Injunction and Monetary Judgment;
- 3 3. Amended Stipulated Order for Permanent Injunction and Monetary Judgment;
- 4 4. SP and NCH Affiliate and Lead Agreement;
- 5 5. FTC Release dated August 6, 2018;
- 6 6. Ripoff Report Information;
- 7 7.

8
9 (B) List those exhibits to which objection is made and state the grounds for the objection.

10 Stipulations on admissibility, authenticity, and/or identification of documents should be made
11 whenever possible;

12
13
14 (9) A statement by each party of whether they intend to present evidence in electronic format
15 to jurors for purposes of jury deliberations.

16 Plaintiff intends to submit evidence to the Jury in paper format for jury deliberations.

17
18 (10) A statement by each party identifying any depositions intended to be offered at the
19 trial, except for impeachment purposes, and designating the portions of the deposition to be
20 offered;

21 No Depositions were taken in the subject matter.

22 (11) A statement of the objections, and the grounds for them, to deposition testimony the
23 opposing party has designated;

24 Absent any depositions, there are no objections to be noted.

25 (12) A list of witnesses, with their addresses, who may be called at the trial.

26 Plaintiffs intend to call the following individuals:

27 a. Cort Christie, person most knowledgeable for Plaintiff, Nevada Corporate
28

1 Headquarters, 4730 S. Fort Apache Road, Ste. 300, Las Vegas, Nevada 89147.

2 b. Defendant, Jessie Conners Tieva;

3 c. Defendant, Matthew R. Tieva.

4 Defendants intend to call the following individuals:

5

6 (13) A list of motions in limine filed, if any.

7 None at this time

8

9

10

11

12

13

The attorneys or parties have met and jointly offer these three trial dates:

14

It is expressly understood

15

by the undersigned that the court will set the trial of this matter on one of the agreed-upon dates if possible; if not, the trial will be set at the convenience of the court's calendar. 48 X. It is estimated that the trial will take a total of _____ days.

16

Approved as to form and Content.

17

By:

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By:

JASON M. WILEY, ESQ. SBN 9274
RYAN S. PETERSEN, ESQ. SBN 10715
1050 Indigo Drive, Suite 130
Las Vegas, NV 89145
Telephone: (702) 910-3329
Attorneys for Defendants, MATTHEW R. TIEVA
and JESSIE C. TIEVA

1
2 XI. ACTION BY THE COURT This case is set for court/jury trial on the fixed/stacked
3 calendar on _____. Calendar call will be held on _____
4 DATED: _____

5 _____ UNITED STATES DISTRICT JUDGE or UNITED
6 STATES MAGISTRATE JUDGE

Exhibit 2

Exhibit 2



Kurt K. Harris, Esq.
Attorney at Law

702law.com

Our File No.: 21 014

August 31, 2021

Jason Wiley, Esq.
Wiley Peterson
1050 Indigo Drive, Ste. 200B
Las Vegas, Nevada 89145

RE: *Proposed Resolution.*

Dear Mr. Wiley:

Based upon the Court's recent directive, I am working on a joint status report. In the meantime, I would hope that we could resolve this matter. Your clients owe the money and there is really not a question about that. Summary Judgment was entered against Sellers Playbook and they are the responsible parties.

If your clients are interested in resolving the case, it will not be for \$500 each. We do not believe your offers of judgment in that amount were serious given the \$1,000,000 your clients received and have been unable to account for.

Please let me know if your clients are interested in getting serious about resolving the case. My client is willing to negotiate, and we hope that they will seriously consider settlement.

Please let me know.

Respectfully,

Kurt Harris, Esq.

Enc.

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Exhibit 3

Exhibit 3

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Attorney for Plaintiff,
Nevada Corporate Headquarters, Inc.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

**NEVADA CORPORATE
HEADQUARTERS, INC.,** a Nevada
corporation.

CASE NO.: 2:18-cv-01842-JCM-GWF

Plaintiff.

vs.

SELLERS PLAYBOOK, INC., a Minnesota Corporation; MATTHEW R. TIEVA, an individual; JESSIE C. TIEVA, an individual; SELLERS ONLINE, assumed name; SELLERS SYSTEMS, assumed name; NORTHLAND MECHANICAL CONTRACTORS, INC., a Minnesota Corporation a/k/a NORTHLAND MECHANICAL SERVICES a/k/a NORTHLAND MECHANICAL SOLUTIONS; SCIENCE CENTER DRIVE, LLC, a Minnesota Limited Liability Company; EXPOSURE MARKETING COMPANY, a Minnesota Limited Liability Company; DOES I through X and ROE Corporations or Business Entities I through X, inclusive.

**JOINT STATUS REPORT PURSUANT TO
ORDER**

Defendants.

Plaintiff, Nevada Corporate Headquarters, Inc, by and through its attorney of record, Kurt K. Harris, Esq., P.C. and Defendants, SELLERS PLAYBOOK, INC., a Minnesota Corporation; MATTHEW R. TIEVA, an individual; JESSIE C. TIEVA, an individual; SELLERS ONLINE, assumed named; SELLERS SYSTEMS and EXPOSURE MARKETING COMPANY a Minnesota

1 Limited Liability Company; Pursuant to the Order of Concerning Removal entered by this Court on
2 September 21, 2018, the parties herein, by and through their respective counsel undersigned, hereby
3 submit the following Joint Status Report:

4 1. Status of the Action:

5 1. Following the removal of this case from the Eighth Judicial District Court, Clark
6 County, Nevada, Defendants Northland Mechanical Contractors, Inc. ("Northland") and Science
7 Center Drive, LLC ("Science") filed a Motion to Dismiss on September 28, 2018 [ECF No. 7]. The
8 Plaintiff filed its Opposition to the Motion to Dismiss on October 5, 2018 [ECF No. 14], and the Reply
9 was filed on October 10, 2018 [ECF No. 16]. Therefore, Defendants Northland's and Science's
10 Motion to Dismiss has been fully briefed.

11 2. Plaintiff filed its Motion to Remand to State Court [ECF No. 15] on October 5, 2018.
12 Defendants Northland and Science filed their Opposition to the Motion to Remand [ECF No. 17] on
13 October 12, 2018. Plaintiff's Reply is due by October 19, 2018.

14 3. On October 3, 2018, Defendants Matthew Tieva and Jessie Tieva appeared in this
15 matter through counsel and joined in and consented to its removal to the District of Nevada [ECF No.
16 8, 9].

17 4. On July 16, 2019, the court entered its Order [ECF No. 20] affording Plaintiff the
18 opportunity to conduct jurisdictional discovery for the reasons and on the basis stated therein.

19 On December 16, 2019, Plaintiff filed its Motion for Partial Summary Judgment [ECF No. 23].
20 On July 6, 2020, this Court entered its order denying in part and granting in part Plaintiff's
21 Motion for Partial Summary Judgment [ECF No. 31]. Specifically, the Court granted the Motion for
22 Summary Judgment on the issue of breach of contract against Defendant, Sellers Playbook.

23 On August 21, 2021, Plaintiffs filed their Motion to Set Trial [ECF No. 36].

24 On _____ the Court entered its Order [ECF No. ____] directing the submission of this
25 Status Report.

26 2. Action Required by the Court:

27 Set the matter for trial.

1 3. Attachments:

2 None.

3 The undersigned hereby certify that the foregoing is an accurate representation of the status of
4 the above-entitled and, therefore, submit this Joint Status Report in accordance with the Court's Order
5 Concerning Removal entered on September 21, 2018.

6 Dated this ____ day of October, 2021

7 Dated this ____ day of October, 2021

8 **WILEY PETERSEN**

9 By:

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11 RYAN S. PETERSEN, ESQ. SBN 10715
12 1050 Indigo Drive, Suite 130
13 Las Vegas, NV 89145
14 Telephone: (702) 910-3329

15 Attorneys for Defendants, MATTHEW R.
16 TIEVA and JESSIE C. TIEVA

17 By:

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23 Attorneys for Plaintiff, NEVADA
24 CORPORATE HEADQUARTERS, INC.

Exhibit 4

Exhibit 4

9/2/22, 4:56 PM

Mail Basic NCH v_ Sellers Playbook Printout

Kurt Harris <kharris@702law.com>

3/8/2022 4:21 PM

NCH v. Sellers Playbook

To Jason Wiley <jwiley@wileypetersenlaw.com>

Please find attached a rough draft of the Joint Pretrial Order.

I am completely lost in the federal arena and am trying to comply with the rules. It is not my thing. Let me know if this will work and any changes you have please.

My client wants this behind him and is willing to entertain an offer. I am not sure if your clients have any appetite. I know that they cannot declare bankruptcy and I don't think they have a reasonable defense. I could be wrong?

Please let me know.

Kurt Harris, Esq.
Kurt Harris, Esq., P.C.
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Las Vegas, Nevada 89147

Martindale-Hubbell®



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- 063 JT pretrial order.doc (69 KB)